12-12020-mg Doc 9929-6 Filed 06/09/16 Entered 06/09/16 16:01:31 Decl. Exhibit E Pg 1 of 5

Exhibit E

12-12020-mg

Doc 9929-6

RECORDING REQUESTED BY

Filed 06/09/16

Entered 06/09/16 16:01:31

Exhibit E Pg 2 of 5

Recorded in Official

cerds, Orange County

FIRST AMERICAN TITLE INSURANCE COMPANY Tom Daly, Clerk-Recorder

18.00 2010000215068 02:50pm 05/06/10

93 401 N15 4

Recording requested by: Quality Loan Service Corp

When recorded mail to: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

TS # CA-10-360602-AB

Space above this line for Recorder's use

Order # 4444501 - pc

IMPORTANT NOTICE NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.

may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is \$25,532.67 as of 5/6/2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Nationstar Mortgage LLC C/O Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101 619-645-7711

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TS No.: CA-10-360602-AB

Notice of Default and Election To Sell Under Deed of Trust

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 7/17/2006, executed by DIEM TRANG NGUYEN, A SINGLE WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM, as beneficiary, recorded 7/26/2006, as Instrument No. 2006000495915, in Book xxx, Page xxx of Official Records in the Office of the Record of ORANGE County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$296,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 7/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of § 2923.5. Pursuant to the attached declaration incorporated herein and made a part hereof by this reference.

Dated: 5/6/2010

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY BY: First American Title Insurance Company, as Agent

Cindy Engel, authorized agent

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only,

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

BENEFICIARY DECLARATION OF COMPLIANCE WITH (OR EXCEPTION FROM) CIVIL CODE §2923.6 AND AUTHORIZATION OF AGENT (FOR NOTICE OF DEFAULT)

Borrower(s):

Diem T Nguyen

Senefficiary:

Nationstar Mortgage, LLC Nationstar Mortgage, LLC

Loan Servicer: Property:

4004 West 5th St 26 Santa Ana, CA 92703

Loan No.:

5488

TS No .:

[TS Number or other Identification Number]

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares that [check the applicable box and fill in any blanks so that the trustee/foreclosure agent can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required pursuant to Civil Code §2923.5]:

- 1. [] The beneficiary or beneficiary's authorized agent has contacted the borrower pursuant to, and has compiled with, Civil Code § 2923.5(a)(2) (contact provision to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure"). State the date "contact" with the borrower(s) was accomplished pursuant to Civil Code § 2923.5(a)(2):.
- 2. [X] The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required by California Civil Code § 2923.5(g) and, after waiting two weeks after the telephone call requirements of Civil Code § 2923.5(g)(2) were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required by Civil Code § 2923.5(g)(3), which was malled on: November 20, 2009 [State mailing date, not date on the letter].

	[] Pursuant to Civil Code § 2923.5(h)(1), the borrower has surrendered the secured					
	property as evidenced by either a letter confirming the surrender or by delivery of					
	the keys to the secured property to the beneficiary, the beneficiary's authorized					
	agent or to the trustee. The surrender letter was received on					
	[date]; the keys were received on:[date].					

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- 4. [] Pursuant to Civil Code § 2923.5(h)(2), the beneficiary or beneficiary's authorized agent has evidence in its file, and reasonably believes, that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
- 5. [] Pursuant to Civil Code § 2923.5(h)(3), the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the proceedings have not been finalized. "Finalized" is not defined by § 2923.5(h)(3). For purposes of this Code section, trustee, foreclosure agent and/or their authorized agent is defining the term as either: (1) an order entered on the court's docket closing the file by the court; or, (2) an order entered on the court's docket dismissing the bankruptcy case. if the beneficiary or the beneficiary's agent interprets "finalized" in another manner, please state the basis upon which the beneficiary believes that the bankruptcy has not been "finalized":

		*			
The undersigned authorize	a the trustee.	foreclosure a	igent and/or	their autho	rized agent to
sign, on behalf of the b	neficiary/autho	orized agent,	the notice	of default	containing the
sign, on behalf of the be declaration required pursu	ent to Civil Cod	e § 2923.5(b).	$A \cap C$		•

Dated:__ 02/03/2010

(Beneficiary's/Authorized Agent's signature)

Tim Eads **Print Name**

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Rev 8/8/2008